FARAD CONTINUATION SHEET NO.
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE SIDE
NAGPUR BENCH, NAGPUR

First Appeal No. 211/1997

Appeal	District :
Application No.	of 200
Writ petition	

Office Notes, Office Memoranda of Coram, appearances, Court's orders or directions and Registrar's orders.	Court's or Judge's orders

CORAM : Smt. V. A. Naik, J.
DATED : March 8, 2007.

Heard Shri S.J. Khandalkar for the appellant, and Shri S.M. Puranik for the respondents.

The counsel for the parties have presented a compromise petition/pursis signed by the parties on 8th March, 2007, to this Court today. The compromise petition/pursis is signed by the appellant-Pandit Shankarrao Devikar, and the three respondents. The petition is also signed by the counsel for the appellant and the counsel for the respondents.

Parties are personally present in the Court. Both the counsel identified their clients who are present in the Court today.

A suit had been instituted by the appellant for specific performance of contract of development of the suit property. It appears that during the pendency of this first appeal, certain portion of the

suit property is sold out by the original respondent no.1-Nathuji Balaji Punaskar. It is stated in the compromise petition that as on today, only eleven plots are in possession of the respondents. By this compromise petition, the respondents are ready to hand over five plots mentioned in paragraph no.2 of the compromise petition, to the appellant, and it is further stated in paragraph no.5 of the compromise petition that the remaining plots would be retained by the respondents and the appellant would have no claim over the same. So far as the deposit of Rs. 60000/- made by the respondents in the trial Court is concerned, since the amount was directed to be invested in a nationalized bank as per the orders passed by this Court on 17th October, 2001, it is agreed between the parties that the amount with interest thereon would be distributed equally between the appellant on one hand, and the respondent nos. 1 to 3 on the other.

On a perusal of the original lis between the parties, the terms recorded in the compromise petition, appear to be just and reasonable. I have personally talked to the parties and it is submitted by the appellant and the respondent nos. 1 to 3 that they have compromised the matter in terms of the compromise petition. The parties are thus, ad-idem over the terms incorporated in the compromise petition. The compromise pursis is

taken on record and marked “Z” for identification.

Since the parties are personally present today in the Court and have stated that they are in agreement over the terms recorded in the compromise petition and since the counsel for the parties have identified the parties who are personally present in the Court, it is necessary to draw a decree in terms of compromise petition.

The appeal is, therefore, disposed of in terms of compromise petition dated 8th March, 2007.

JUDGE

RMP